

UNITED STATES DISTRICT COURT

WESTERN DISTRICT OF WASHINGTON

AT SEATTLE

IN THE MATTER OF THE
ARBITRATION BETWEEN

Civil Action No.

HEATHER DOWNEY,

Claimant,

1

ALEXANDRIA REAL ESTATE EQUITIES, INC.

Respondent.

JAMS Reference No. 1160017791

STIPULATION

WHEREAS, an arbitration proceeding was conducted in King County, Washington before Retired King County Superior Court Judge Patricia Aitken, Arbitrator, pursuant to an arbitration clause in Claimant Heather A. Downey’s (“Downey”) employment agreement (the “Arbitration Agreement”) with Respondent Alexandria Real Estate Equities, Inc. (“Alexandria”). A true and correct copy of this employment agreement is attached as **Exhibit A** hereto and

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**JOINT PETITION AND STIPULATION TO CONFIRM
ARBITRATION AWARD; ORDER CASE NO.**

CHRISTOPHER DURBIN, COOLEY LLP, 719 SECOND AVE.,
SUITE 900, SEATTLE, WA 98104 (206) 452-8700

incorporated herein by reference;

WHEREAS, a Decision in Arbitration, dated June 9, 2011, was rendered in favor of Respondent Alexandria (a true and correct copy thereof is attached as **Exhibit B** hereto), which finds for Alexandria and against Downey on all three claims alleged by Downey against Alexandria;

THEREFORE:

Alexandria and Downey hereby stipulate, and ask this Court to find and order, as follows:

1. This Court has jurisdiction over these proceedings under 28 U.S.C. §§ 1331 and 1332. The Federal Arbitration Act (“FAA”) provides:

[W]ithin one year after the award is made any party to the arbitration may apply to the court so specified for an order confirming the award, and thereupon the court must grant such an order unless the award is vacated, modified, or corrected...If no court is specified in the agreement of the parties, then such application may be made to the United States court in and for the district within which such award was made. (9 U.S.C. § 9.)

Accordingly, this Court has the obligation to confirm Judge Aitken's Decision in Arbitration into a judgment. (*See Doctor's Assocs., Inc. v. Cassarotto*, 517 U.S. 681, 134 L.Ed.2d 902, 116 S. Ct. 1652 (1996) (stating the purpose of the FAA is to ensure that private agreements to arbitrate are enforced); *Allied-Bruce Terminix Cos. v. Dobson*, 513 U.S. 265, 130 L.Ed.2d 753, 115 S. Ct. 834 (1995) ("[T]he basic purpose of the [FAA] is to overcome courts' refusals to enforce agreements to arbitrate.").)

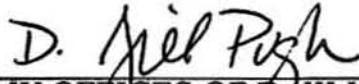
1 2. All requirements of 9 U.S.C. § 9 of the FAA are satisfied with regard
2 to confirmation of Judge Aitken's Decision in Arbitration.

3 3. The Decision in Arbitration issued and signed by Judge Aitken
4 should be confirmed and entered as a final judgment of this Court.

5 **IT IS SO STIPULATED:**

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39 **ORDER**

40 **IT IS SO ORDERED:**

41 Dated: _____

42 _____ United States District Judge

43 Presented by:
44 _____

45 Dated this ___ day of July, 2011.